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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., *et al.*, : 08-13555 (JMP)
Debtors. : (Jointly Administered)
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**STIPULATION, AGREEMENT, AND ORDER
BETWEEN THE DEBTORS AND GREEN TREE SERVICING LLC**

This stipulation, agreement, and order (“Stipulation, Agreement, and Order”) is entered into by and between Green Tree Servicing LLC (“Green Tree”) and Lehman Brothers Holdings Inc. (“LBHI”) and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (together, the “Debtors”).

RECITALS

A. On September 15, 2008 and periodically thereafter (as applicable, the “Commencement Date”), LBHI and certain of its subsidiaries commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors’ chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the

Bankruptcy Code. On September 17, 2008, the United States Trustee for the Southern District of New York appointed the statutory committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code.

B. On October 24, 2008, Green Tree filed a motion (the "Motion") requesting an order of this Court (i) directing LBHI to assume a certain Flow Subservicing Agreement, dated October 19, 2007 (as amended, the "Agreement"), or in the alternative (ii) granting Green Tree adequate protection in connection with its continued postpetition performance under the Agreement.

C. Subsequent to filing of the Motion, Green Tree and the Debtors (the "Parties") met and conferred in an effort to resolve matters consensually. In light the Parties' on-going discussions, the Parties agree that it is in the mutual best interests to adjourn the Motion on the terms and conditions herein.

NOW, THEREFORE, IT IS HEREBY STIPULATED, AGREED, AND ORDERED by and between the Parties, through their respective undersigned counsel, that:

1. The Motion is hereby adjourned to the hearing scheduled to take place before the Court on January 14, 2009 (the "Hearing"), subject to the provisions of this Stipulation, Agreement, and Order.

2. The deadline to object to the Motion (the "Objection Deadline") is extended as to the Debtors and the Creditors' Committee through January 7, 2009 at 5:00 p.m. (New York time).

3. Subject to any future order of the Court, the Debtors will pay Green Tree all undisputed amounts that first arise and come due under the terms and conditions of the

Agreement from November 20, 2008 until the earlier of such time that (i) the Court rules on the Motion, (ii) the Motion is withdrawn, or (iii) the date that the Debtors reject the Agreement.

4. If the Debtors determine to sell the portfolio of Mortgage Loans (as defined in the Motion) underlying the Agreement prior to the Hearing, the Debtors will reschedule the hearing on the Motion (the “Rescheduled Hearing”) to a date that is no less than three (3) business days prior to the hearing to approve such sale and the Objection Deadline will be extended as to the Debtors and the Creditors' Committee through 5:00 p.m. (New York time) on the date that is four (4) days prior to the Rescheduled Hearing. The Debtors will provide Green Tree no less than 10 days notice of the Rescheduled Hearing by filing a notice of hearing with the Court (the “Notice”) and serving such Notice in accordance with the Order Pursuant to Section 105(a) of the Bankruptcy Code Order Implementing Certain Notice and Case Management Procedures signed on September 22, 2008 [Docket No. 285] (the “Case Management Order”). Objections and responses to the Notice shall be filed in accordance with the Case Management Order.

5. The Parties agree to meet to discuss the matters raised by the Motion as soon as possible, but in no event later than December 31, 2008.

6. This Stipulation, Agreement, and Order contains the entire agreement between the Parties relating to the subject matter thereof.

7. This Stipulation, Agreement, and Order can only be amended or otherwise modified by a signed writing executed by the Parties.

8. The person who executes this Stipulation, Agreement, and Order by or on behalf of each respective Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation, Agreement, and Order on behalf of such Party.

9. This Stipulation, Agreement, and Order may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation, Agreement, and Order to present any copy, copies, or facsimiles signed by the Parties here to be charged.

10. This Stipulation, Agreement, and Order and the terms and conditions contained herein, are subject to the approval of the Court and shall be of no force or effect unless and until approved by the Court.

Dated: November 19, 2008
New York, NY

WEIL, GOTSHAL & MANGES LLP

/s/ Shai Y. Waisman

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Attorneys for Green Tree Servicing LLC

SO ORDERED this 21st day of November, 2008

s/ James M. Peck

HONORABLE JAMES M. PECK
UNITED STATES BANKRUPTCY JUDGE